

EXHIBIT A

Claim	Name Of Claim	Nature Of Allegations	Basis For Dismissal
1	Declaratory Relief as to Ownership of Property Against Stern, Safrin & First Republic LLC	Seeking declaratory relief alleging Amusement 50% Owner of the Property Portfolio <u>or</u> 100% Owner of the Property Portfolio Based Upon LOI or July 11 Counter Offer (¶¶70-73)	Point I, Point II & Point III of Defendants' Brief
2	Quiet Title as to Real Property as Against First Republic LLC	Alleging Amusement 100% Owner of Property Portfolio Based in part, on LOI <u>or</u> July 11 Counter Offer (¶¶74-79)	Point I & Point II of Defendants' Brief
3	Quiet Title as to LLC Membership Interests Against Stern & Safrin	Alleging Amusement 100% Owner of LLC's Based, in part, on LOI <u>or</u> July 11 Counter Offer (¶¶80-84)	Point I, Point II & Point III of Defendants' Brief
4	Judicial Foreclosure of Real Property Against First Republic LLC	Alleging Amusement entitled to Foreclosure of Properties in Property Portfolio Based Upon LOI <u>or</u> Escrow Agreement <u>or</u> \$13,000,000.00 Promissory Note <u>or</u> \$15,000,000 Promissory Note (¶¶85-92)	Point I & Point II of Defendants' Brief
5	Judicial Foreclosure of Personal Property LLC Membership Against Stern & Safrin	Alleging Amusement entitled to Judicial Foreclosure Against Personal Property of LLCs based upon LOI <u>or</u> Escrow Agreement <u>or</u> \$13,000,000 Promissory Note or \$15,000,000 Promissory Note (¶¶93-100)	Point I, Point II & Point III of Defendants' Brief
6	Breach Of Contract - Failure To Repay Investment, Against Stern, Safrin & First Republic	Alleging Breach of Contract based on the LOI <u>or</u> July 11 Counter Offer (¶¶101-108)	Point I, Point II & Point III of Defendants' Brief
7	Breach Of \$13,000,000 Promissory Note Against Stern	Alleging Breach of \$13,000,000 Promissory Note Against Stern (¶¶109-114)	Point I of Defendants' Brief
8	Breach Of Contract - Specific Performance For 50% Ownership Of First Republic LLC, Against Stern, Safrin & First Republic LLC	Alleging Breach of Contract of the Letter of Intent and Inconsistently Breach of Contract of the July 11 Counter Offer (¶¶115-120)	Point I, Point II & Point III of Defendants' Brief

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9	Breach Of Contract- Money Damages for 50% Ownership Of First Republic LLC, Against Stern, Safrin & First Republic	Alleging Breach of Contract of the LOI or the July 11, 2007 Counter Offer (¶¶121-128)	Point I, Point II & Point III of Defendants' Brief
10	Breach of \$15,000,000 Promissory Note Against Stern	Alleging Breach of \$15,000,000 Promissory Note Against Stern (¶¶129-134)	Point I of Defendants' Brief
11	Breach Of Contract- Specific Performance For 100% Ownership Of First Republic LLC, Against Stern, Safrin & First Republic LLC	Alleging Breach of Contract of the July 11, 2007 Counter Offer (¶¶135-142)	Point I, Point II & Point III of Defendants' Brief
12	Breach Of Contract - Money Damages For 100% Ownership Of First Republic LLC, Against Stern, Safrin & First Republic LLC	Alleging Breach of Contract of the July 11 Counter Offer (¶¶143-150)	Point I, Point II and Point III of Defendants' Brief
13	Breach of Escrow Contract Against Frankel & Land Escrow	Alleging Breach of Escrow Contract in Releasing Escrow of \$13,000,000 (¶¶151-156)	Point I, Point III & Point VI of Defendants' Brief
14	Breach of Fiduciary Duty Against Frankel & Land Escrow	Alleging Breach of Fiduciary Duty in Release of Escrow of \$13,000,000 (¶¶157-165)	Point I, Point III and Point IV of Defendants' Brief
15	Fraud In The Inducement - Against Stern & Safrin (Regarding Need for \$13,000,000)	Alleging Fraudulent Inducement of Plaintiffs' \$13,000,000 Investment because defendants knew they only required approximately \$9,000,000 (¶¶166-174)	Point I & Point V of Defendants' Brief
16	Breach Of Contract - Against Stern & Safrin (Regarding Use of \$13,000,000)	Alleging Breach of Promise to Retain the \$4,000,000 in Excess Remaining after Closing (¶¶175-181)	Point I & Point III of Defendants' Brief
17	Fraud In The Inducement - Against Stern & Safrin	Alleging the Citibank Loans Could be Repaid and Refinanced (¶¶182-193)	Points I, IV & V of Defendants'

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	(Regarding Ability To Refinance)		Brief
18	Negligent Misrepresentation - Against Stern & Safrin (Regarding Ability To Refinance)	Alleging Stern and Safrin Represented That the Investment Would be Repaid by Refinancing the Loan Within 60 days (¶¶194-198)	Points I, IV & V of Defendants' Brief
19	Fraud - Inducement Of Escrow - Against Stern & Safrin (Regarding Consent To Release Funds From Escrow)	Alleging Stern and Safrin Made Fraudulent Representations to Land Escrow and Frankel Based upon which Frankel and Land Escrow Released the \$13,000,000 in Escrow (¶¶199-205)	Point I & Point V of Defendants' Brief
20	Negligent Misrepresentation -- Inducement Of Escrow - Against Stern & Safrin (Regarding Consent To Release Funds From Escrow)	Alleging Stern and Safrin Made Negligent Misrepresentation to Land Escrow and Frankel Upon Which They Relied and Released the \$13,000,000 in Escrow (¶¶206-212)	Points I, IV & V of Defendants' Brief
21	Fraud - Concealment And False Promise, Against Stern, Safrin & First Republic LLC (Regarding Ability To Transfer And/Or Pledge Assets)	Alleging Defendants Falsely Concealed that Citibank Loan Documents Contained Various Transfer Restrictions (¶¶213-222)	Point I, Point IV & Point V of Defendants' Brief
22	Negligent Misrepresentation Against Stern, Safrin & First Republic LLC (Regarding Ability To Transfer And/Or Pledge Assets)	Alleging Inconsistently Defendants Negligently Represented and Concealed that Citibank Loan Documents Contained Various Transfer Restrictions (¶¶223-227)	Points I, IV & V of Defendants' Brief
23	Fraud - False Promise, Against Stern, Safrin & First Republic LLC (Regarding Delivery Of Partnership Agreement)	Alleging Defendants Promised That if the Assignments Were Invalid or Failed to Provide Amusement with 50% Ownership, Then They Would Provide Additional Ownership and Security Agreements (¶¶228-234)	Points I & V of Defendants' Brief
24	Conversion Against Stern & Safrin	Alleging Inconsistently that Stern and Safrin have Converted the \$13,000,000 (¶¶235-241)	Point I & Point VII of

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25	Conspiracy to Commit Conversion and Fraud Against Stern, Safrin, Frankel & Land Escrow	Alleging Stern, Safrin, Frankel & Land Escrow Have Conspired to Commit Conversion and Fraud (¶¶242-247)	Defendants' Brief
26	Unjust Enrichment Against Stern, Safrin, First Republic, Frankel & Land Escrow	Alleging all Defendants' Were Unjustly Enriched in the Amount of \$13,000,000 (¶¶248-256)	Point I & Point VII of Defendants' Brief
27	Breach Of Fiduciary Duty Against Stern, Safrin And First Republic LLC	Alleging Defendants failed to exercise the care required of them because they took plaintiffs' money without providing them any of the promised benefits (¶¶257-262)	Points I, III & IX of Defendants' Brief